

6128

**MEMORANDUM OF UNDERSTANDING
(MOU)
CURRY COUNTY and ADAPT INTEGRATED HEALTH CARE**

This Memorandum of Understanding is entered into by and between Curry County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners, hereinafter called "County", and ADAPT Integrated Health Care, hereinafter referred to as "ADAPT", for the purpose of ADAPT to provide health care services to the citizens of Curry County, as identified below.

RECITALS

WHEREAS, the County owns the property located at 29833 Airport Way, Units 5-9, Gold Beach, OR 97444 (also known as the "Hammond House" and referred to herein as the "Premises"). Currently, there are four (4) low income housing units being managed in connection with the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") HOME Investment Partnerships Plan (hereinafter referred to as "HOME") subject to a series of agreements and restrictive covenants; and

WHEREAS, ADAPT has agreed to manage the Premises as landlord until transfer of the property can be made from the County, providing low income housing as a portion of a greater network of mental health services in Curry County and, furthermore to manage the Premises in accordance with HUD HOME requirements; and

WHEREAS, in order to demonstrate support for this initiative, the County desires to transfer ownership of the Premises to ADAPT subject to appropriate restrictions set forth by HUD in order to maintain compliance with the HOME program; however, execution of such agreements are not expected for some time due to ongoing negotiations; and

WHEREAS, an immediate transfer of title to ADAPT is not practicable, however, ADAPT wishes to assume landlord duties and responsibilities in an effort to facilitate a smooth transition;

AND WHEREAS, the parties wish to clarify this agreement immediately in order to protect and best serve the interests of all parties.

**1.
TERM**

This Memorandum of Understanding ("MOU") shall be in effect from the date last written below (the "Effective Date"), until a formal agreement has been executed between the parties transferring the Premises to ADAPT, such time period not to exceed one (1) year.

2.
POSSESSION

The parties acknowledge that ADAPT will take possession of the Premises on the Effective Date and be assigned all rights and responsibilities associated with the current tenancies of the Premises. Such rights and responsibilities include but are not limited to: determination of tenant eligibility, collection of deposits and rent, performance of lawful evictions; resolution of tenant concerns, and basic maintenance of the Premises; as well as the other duties and responsibilities set out in this document.

3.
CHANGE OF CONTROL

In the event of a change of control of ADAPT, the County may, in its sole discretion, declare a default by ADAPT, for which the County will have all remedies available to it under Oregon Law.

4.
OBLIGATIONS OF ADAPT

1. Operate and maintain the Premises pursuant to ORS 90.303-90.324 (Landlord Rights and Obligations).
2. In connection with the operation of the Premises, abide by and offer full cooperation with all requirements and restrictions provided in connection with the HUD HOME Agreement currently in effect.
3. Cooperate with all necessary HUD HOME Program or other State Agreement negotiation as to 29833 Airport Way, Units 1-9.

5.
OBLIGATIONS OF COUNTY

1. Provide a Transfer Agreement and associated documentation to ADAPT for negotiation in regard to the legal transfer of title of the Premises no later than 120 days from the Effective Date of this MOU.
2. Assist in all matters relating to the Premises insofar as providing documentation, assistance or contact information to ADAPT in connection with the tenancies in existence prior to ADAPT's management of the Premises.

6.
AMENDMENTS

The terms of this MOU may be renegotiated and amended at any time upon mutual written agreement of the parties.

7.

TIME OF THE ESSENCE

The parties acknowledge that time is of the essence in regards to this Memorandum.

8.

TERMINATION

Either party may terminate this MOU for any reason upon sixty (60) days' written notice being provided.

9.

INDEMNIFICATION

No party shall be responsible for the acts of another party's employees, officers or representatives. Subject to the other provisions of this MOU and to the extent permitted under Article XI sec. 10 of the Oregon Constitution and the Oregon Tort Claims Act [ORS 30.260 *et seq.*], the parties will indemnify one another for any claim, loss or action resulting from or arising out of the negligent or willful misconduct of their employees.

10.

LIABILITY

Each party agrees to hold the other harmless for any loss, damage to personal property, personal injury, or death resulting from the parties' performance under this MOU.

11.

SEVERABILITY

If any provision of this MOU is held by any court of competent jurisdiction to be invalid, such invalidity shall not affect any other provision of this MOU.

ADAPT INTEGRATED HEALTH CARE

Gregory S. Brigham 2/9/22

Gregory Brigham, CEO - Adapt

621 W Madrone St
Address

Roseburg, OR 97470
City/State

Memorandum of Understanding
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**CURRY COUNTY
BOARD OF COMMISSIONERS**

John Herzog
John Herzog, Chair

Date: 2-9-2022

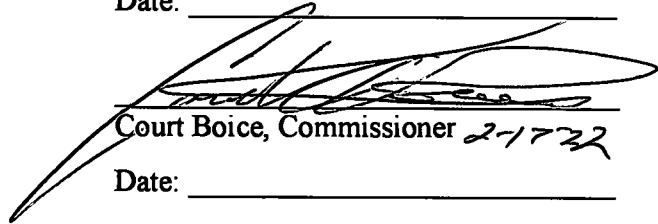
Christopher Paasch
Christopher Paasch, Vice-Chair

Date: 2/8/2022



County Legal Counsel
Date: 2/17/2022

Date: _____



Court Boice, Commissioner 2-17-22
Date: _____